

LONDON CYCLE HIRE SERVICE AGREEMENT

Schedule 18 - Premises

SCHEDULE 18

Premises

This Schedule sets out the terms relating to the Service Provider's occupation of the Premises.

1. **Provision of Services**

The Service Provider shall provide the Services from the Premises.

2. **Lease**

The Service Provider shall comply with its obligations in the Lease.

3. **Obligations relating to Penton Street Premises**

Without limitation to any obligations of the Service Provider or any rights of TfL in the Lease:

3.1 the Service Provider shall, and shall procure that any person employed by or acting on its behalf who is present on the Penton Street Premises shall, comply with all Laws in force from time to time in respect of the Penton Street Premises including any rules, requirements or regulations as are notified in writing by TfL Personnel or its authorised representatives to the Service Provider from time to time including (without limitation) in respect of:

(A) Health and Safety Legislation and such other health and safety requirements as TfL may reasonably require from time to time;

(B) security arrangements and confidentiality; and

(C) the carrying out of any works permitted under the terms of the Lease;

3.2 the Service Provider shall ensure that Service Provider Personnel do not remove any item of property which does not belong to the Service Provider from the Penton Street Premises at any time without the prior written agreement of TfL;

3.3 the Service Provider shall ensure that all Service Provider Personnel present on the Penton Street Premises wear such identification as TfL deems necessary;

3.4 the Service Provider shall at its own cost provide all security and fire safety measures required by TfL in addition to any already provided at the Penton Street Premises.

4. **Obligations relating to the Premises**

4.1 Where the Service Provider does not provide all of the Services from the Penton Street Premises, the Service Provider shall be responsible for providing suitable additional premises for such purpose and shall be fully liable for all costs associated with such additional premises. Use of such additional premises for the provision of

the Services shall be subject to the prior written approval of TTL, such approval not to be unreasonably withheld or delayed.

- 4.2 The Service Provider acknowledges that TTL and TTL Personnel shall require access to the Premises and shall ensure that TTL and TTL Personnel have access to the relevant parts of the Premises in order to inspect the operation and maintenance of the Services and all equipment used in the provision of the Services and to monitor compliance by the Service Provider with its obligations under this Agreement, including but not limited to, for the purposes of Test Witnessing, in accordance with the terms of this Agreement provided that this paragraph 4.2 is without prejudice to any obligations of the Service Provider and any of TfL in the Lease.
- 4.3 The Service Provider will provide such of the TTL Personnel as are required by TTL with all necessary security authorisations/passes and inductions to allow them to have access to the Premises.
- 4.4 The Service Provider will procure that facilities are made available to TTL and the TTL Personnel for the purposes of paragraph 4.2 to TTL's reasonable satisfaction. In respect of TTL's Personnel (if any) who will remain on the Premises on a long-term basis in connection with the provision of the Services, the Service Provider shall provide additional facilities as are reasonably required by TTL Personnel from time to time. These facilities shall include, but are not limited to:
- (A) a desk and workstation of the same type as the Service Provider provides for its management level staff for each such member of the TTL Personnel;
 - (B) lockable storage space for the personal belongings of each such member of the TTL Personnel; and
 - (C) use of such on-site facilities as are available to Service Provider Personnel at the Premises.
- 4.5 The Service Provider will provide all necessary assistance to TTL and the TTL Personnel for the purposes of paragraph 4.2.
- 4.6 The Service Provider will ensure that all assets, equipment and documentation belonging to TTL which is stored and/or utilised at the Premises in the provision of the Services are clearly labelled as the property of TTL and are kept and/or stored securely in an identifiable state separately from any assets, equipment and documentation belonging to the Service Provider.
- 4.7 The Service Provider will provide to TTL and will maintain an inventory of all equipment referred to in paragraph 4.6 and shall update such inventory every six (6) months, which shall be made available promptly to TTL upon request.
- 4.8 TTL shall procure that any of the TTL Personnel for the purposes of paragraph 4.2 who are present on the Premises shall comply with any reasonable rules, requirements or regulations in force in respect of such Premises as notified in writing by the Service Provider to TTL from time to time including (without limitation) in respect of:

- (A) Health and Safety Legislation and such other health and safety requirements as the Service Provider may reasonably require from time to time; and
- (B) security and confidentiality.

5. **Service Provider Equipment**

Without limitation to any obligations of the Service Provider in the Lease:

- 5.1 the Service Provider warrants that it will take reasonable precautions to ensure that any equipment which it owns, leases or uses which is placed on the Premises in connection with the provision of the Services (the "**Service Provider Equipment**") is constructed and installed in such a way that failure of and/or damage to the Service Provider Equipment will not harm any other Service Provider Equipment or the operation of any equipment which belongs to TTL, TfL or any Third Party, or endanger any individual and in particular that the Service Provider Equipment complies with Health and Safety Legislation and EEC directives 2004/108/EEC and 93/68/EEC and with any directives which may replace or supersede such directives;
- 5.2 the Service Provider shall not place, install or keep any of its or the Service Provider Personnel's equipment not related to the delivery of the Services under this Agreement on the Premises without TTL's prior written consent;
- 5.3 the Service Provider shall inform TTL at least two (2) Working Days before the delivery of Service Provider Equipment and/or its fitting and installation at the Premises (other than the Penton Street Premises) and at least ten (10) Working Days before the delivery of Service Provider Equipment and/or its fitting and installation at the Penton Street Premises. The Service Provider shall bear all costs related to delivery of the Service Provider Equipment. The Service Provider shall provide to TfL an inventory of all Service Provider Equipment referred to in this paragraph and shall update such inventory every six (6) Months;
- 5.4 if, in the event of an emergency, TTL takes necessary action to avoid operational disturbances or threats to: (i) the provision of the Services; (ii) the Service Provider Equipment or equipment belonging to TTL, TfL or any Third Party within the Premises; or (iii) TTL, TfL, the Service Provider or other Third Parties in the Premises, then, if such emergency has been caused directly by any breach of the terms of this Agreement by the Service Provider, the Service Provider shall be responsible for all direct and properly incurred costs of TTL and TfL in taking such action (or in the event that the Service Provider (or the Service Provider Personnel) is only partially responsible for such an emergency, a fair proportion of such costs incurred) and provided that TTL and TfL shall use all reasonable endeavours to mitigate such costs;
- 5.5 the Service Provider shall at all times remain responsible for the implementation and installation of, all risk in and the insurance of, the Service Provider Equipment located in the Premises. Neither TTL nor TfL shall, by the mere fact that it has assisted in the implementation and/or installation of any Service Provider Equipment, be responsible or liable for the results of such implementation and/or installation, save where TTL or TfL has been negligent in its provision of such

assistance or any member of the TTL Personnel has deliberately and maliciously impeded the implementation and/or installation of such Service Provider Equipment;

5.6 where TTL requires the Service Provider to keep equipment at the Premises, the Service Provider shall procure that the environment at the Premises is at all times suitable for any such equipment.

6. Further Service Provider Obligations in relation to the Premises

6.1 The Service Provider shall obtain all necessary planning consents for the Premises and meet all costs associated with its maintenance, equipment and operation.

6.2 The Service Provider shall ensure that any leases entered into in respect of the Premises are in its own name and secured for the Initial Term, any possible extension to the full Term, or any other specified period as agreed with TTL.

ANNEX 1

Plan